

ORDINANCE NO. 99-10

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, PERTAINING TO REGULATION OF THE MOTOR VEHICLE TITLE LOAN INDUSTRY; PROVIDING A TITLE; PROVIDING DEFINITIONS; PROVIDING FOR CONDITIONS FOR ENGAGING IN TITLE LOAN TRANSACTIONS; PROVIDING FOR A MAXIMUM INTEREST RATE; PROVIDING FOR REQUIREMENTS UPON TRANSACTION SATISFACTION AND DEFAULT; PROVIDING FOR RIGHT TO REDEEM AND LOST TITLE LOAN AGREEMENTS; PROVIDING FOR LICENSES; PROVIDING FOR RECORD KEEPING REQUIREMENTS; PROVIDING FOR VIOLATIONS; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR HEARINGS AND APPEALS; PROVIDING FOR TRANSITION PERIOD; PROVIDING FOR APPLICABILITY; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF LAWS AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 538, Article I, Florida Statutes, permits title loan lenders to charge up to 22 percent per month in interest for a motor vehicle title loan; and

WHEREAS, current state law provides little or no regulation over the title loan industry; and

WHEREAS, Section 538.17, Florida Statutes, permits political subdivisions of the State of Florida to enact laws more restrictive than the provisions of Chapter 538, Article I, Florida Statutes; and

WHEREAS, the Board of County Commissioners of Palm Beach County, Florida, intends to provide greater consumer protection to persons engaging in title loan transactions in Palm Beach County than is currently provided in Chapter 538, Article I, Florida Statutes.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

SECTION 1. TITLE.

This Ordinance shall be known and cited as the "Title Loan

1 Ordinance of Palm Beach County, Florida."

2 **SECTION 2. DEFINITIONS.**

3 As used in this Ordinance:

4 (a) "Commission" means the Board of County Commissioners of
5 Palm Beach County, Florida.

6 (b) "Division" means the Palm Beach County Division of
7 Consumer Affairs.

8 (c) "Motor Vehicle" means an automobile, motorcycle, truck,
9 trailer, semitrailer, truck tractor and semitrailer combination, or
10 any other vehicle operated on public highways and streets, used to
11 transport persons or property, and propelled by power other than
12 muscular power, but excluding vehicles which run only upon a track.

13 (d) "Person" includes, but is not limited to, any individual,
14 corporation, company, association, firm, partnership, society, or
15 joint stock company.

16 (e) "Title Loan" means a loan of money secured by bailment of
17 a certificate of title to a motor vehicle.

18 (f) "Title Loan Agreement" means a written agreement whereby
19 the title loan lender agrees to make a loan of a specific sum of
20 money to a borrower, and the borrower agrees to give the title loan
21 lender a security interest in an unencumbered motor vehicle
22 certificate of title owned by the borrower.

23 (g) "Title Loan Lender" means any person who is engaged in
24 the business of making title loans or engaging in title loan
25 agreements with borrowers, which includes, but is not limited to,
26 secondhand dealers, as defined in Chapter 538, Florida Statutes, as
27 may be amended.

28 (h) "Ultimate Equitable Owner" means a natural person who,
29 directly or indirectly, owns or controls an ownership interest in
30 a corporation, a foreign corporation, an alien business

1 organization, or any other form of business organization,
2 regardless of whether such natural person owns or controls such
3 ownership interest through one or more natural persons or one or
4 more proxies, powers of attorney, nominees, corporations,
5 associations, partnerships, trusts, joint stock companies, or other
6 entities or devices, or any combination thereof.

7 **SECTION 3. MOTOR VEHICLE TITLE LOAN TRANSACTIONS.**

8 (a) A title loan lender may engage in a title loan
9 transaction, if the following conditions are met:

10 (1) The title loan lender maintains physical possession
11 of the motor vehicle certificate of title,

12 (2) The borrower maintains possession of, or control
13 over, the motor vehicle throughout the term of the loan,

14 (3) The borrower is not required to pay rent or any
15 other charge for the use of the motor vehicle,

16 (4) The title loan lender holds a current, active
17 license issued by the Division pursuant to this Ordinance,

18 (5) The title loan lender delivers to the borrower, at
19 the time the loan is made, a written title loan agreement that
20 contains the following information:

21 (a) The make, model, and year of the motor vehicle
22 to which the loan relates,

23 (b) The vehicle identification number, or other
24 comparable identification number, along with the license plate
25 number, if applicable, of the motor vehicle to which the loan
26 relates,

27 (c) The name, address, date of birth, physical
28 description, and social security number of the borrower,

29 (d) The date of the transaction,

30 (e) The identification number and the type of

1 identification, including the issuing agency, accepted from the
2 borrower,

3 (f) The amount of money advanced, designated as the
4 "amount financed,"

5 (g) The maturity date of the title loan agreement,

6 (h) The total title loan charge payable on the
7 maturity date, designated as the "finance charge,"

8 (i) The total amount, amount financed plus finance
9 charge, which must be paid to redeem the loan property on the
10 maturity date, designated as the "total amount of all payments,"

11 (j) The annual percentage rate, computed in
12 accordance with the regulations adopted by the Federal Reserve
13 Board pursuant to the Federal Truth-in-Lending Act,

14 (k) The name and address of the title loan office,

15 (l) The name and address of the Division as well as
16 a telephone number to which borrowers may address complaints,

17 (m) A statement printed in not less than fourteen
18 (14) point, bold type that:

19 (1) Your vehicle has been pledged as security
20 for this loan and if you do not repay this loan in full, including
21 the finance charge, YOU WILL LOSE YOUR VEHICLE.

22 (2) THIS LOAN HAS A VERY HIGH INTEREST RATE.
23 DO NOT COMPLETE THIS LOAN TRANSACTION IF YOU HAVE THE ABILITY TO
24 BORROW FROM ANOTHER SOURCE AT A RATE LOWER THAN TWO AND ONE HALF
25 PERCENT (2 ½%) PER MONTH OR AN ANNUAL PERCENTAGE RATE LOWER THAN
26 THIRTY PERCENT (30%).

27 (n) A statement that "The borrower represents and
28 warrants that the motor vehicle and the certificate of title is not
29 stolen, it has no liens or encumbrances against it, the borrower
30 has the right to enter into this transaction, and the borrower will

1 not attempt to sell the motor vehicle or apply for a duplicate
2 certificate of title while the title loan agreement is in effect,"

3 (o) Immediately above the signature of the borrower,
4 a statement that "I, the borrower declare that the information I
5 have provided is true and correct and I have read and understand
6 the foregoing document,"

7 (p) A blank line for the signature of the borrower,
8 and

9 (6) The title loan lender displays, in a prominent place
10 in the title loan premises, a sign no smaller than three (3) feet
11 by five (5) feet with the following message in letters in no less
12 than one (1) inch high:

13 IF YOU RECEIVE A TITLE LOAN, YOUR VEHICLE WILL BE PLEDGED AS
14 SECURITY FOR THE LOAN. IF YOU DO NOT REPAY THIS LOAN IN FULL,
15 INCLUDING ALL FINANCE CHARGES, YOU WILL LOSE YOUR VEHICLE.
16 THIS LOAN HAS A VERY HIGH INTEREST RATE. DO NOT COMPLETE A
17 TITLE LOAN TRANSACTION IF YOU HAVE THE ABILITY TO BORROW MONEY
18 FROM ANOTHER SOURCE AT AN INTEREST RATE LOWER THAN TWO AND ONE
19 HALF PERCENT (2 ½%) PER MONTH OR AN ANNUAL PERCENTAGE RATE OF
20 THIRTY PERCENT (30%).

21 (b) No title loan agreement shall designate a weekend or
22 legal holiday as a maturity date. A title loan that becomes
23 payable on a day that the title loan lender's location or office is
24 closed shall be deemed under the terms of the agreement as becoming
25 payable on the next business day.

26 (c) No part of this Ordinance shall be construed to impair or
27 affect the obligation of any title loan agreement or contract that
28 was lawfully entered into prior to the effective date of this
29 Ordinance.

1 **SECTION 4. MAXIMUM INTEREST RATE.**

2 (a) A title loan lender may charge a maximum interest rate of
3 two and one-half percent (2 ½%) per thirty (30) day period the
4 title loan agreement remains outstanding and unsatisfied. In
5 determining compliance with the maximum interest and finance
6 charges, the computation must be simple interest and not add-on
7 interest or any other interest computation.

8 (b) The annual percentage rate that may be charged in a title
9 loan transaction may equal, but not exceed, the annual percentage
10 rate that must be computed and disclosed as required by the federal
11 Truth in Lending Act and Regulation Z of the Board of Governors of
12 the Federal Reserve System. When the period for which the charge
13 is computed is more or less than one month, the maximum rate for
14 the period must be computed on the basis of one-thirtieth (1/30)
15 the applicable monthly interest rate, multiplied by the number of
16 days of the period.

17 (c) Any transaction involving a borrower's delivery of a motor
18 vehicle certificate of title in exchange for the advancement of
19 funds on the condition that the borrower shall or may redeem or
20 repurchase the certificate of title upon the payment of a sum of
21 money, whether the transaction be characterized as a "buy-sell
22 agreement," "sale-leaseback agreement," or otherwise, shall be
23 deemed a violation of this Ordinance if such sum exceeds the amount
24 that a title loan lender may collect in a title loan agreement
25 under this Ordinance or if the terms of the transaction otherwise
26 conflict with the permitted terms and conditions of a title loan
27 agreement under this Ordinance.

28 (d) No charges, including interest, in excess of the combined
29 total of all charges permitted by this section shall be allowed.

30 **SECTION 5. TRANSACTION SATISFACTION AND DEFAULT.**

1 (a) When the title loan has been paid in full, the title loan
2 lender must deliver to the borrower a certificate of title clear of
3 all encumbrances placed upon the title by the title loan lender
4 within thirty (30) days of such payment in full.

5 (b) A title loan lender who engages in a title loan
6 transaction may take possession of a motor vehicle upon a
7 borrower's default under the title loan agreement. Unless the
8 borrower voluntarily surrenders the motor vehicle, the title loan
9 lender may only take possession of a motor vehicle through an agent
10 licensed by the State of Florida to repossess motor vehicles. Any
11 sale or disposal of a motor vehicle shall be made through a motor
12 vehicle dealer licensed under Section 320.27, Florida Statutes.

13 (c) Except as provided by this section, title loan lenders
14 shall comply with the applicable requirements of Chapter 679, Part
15 V, Florida Statutes.

16 (d) Nonpublic sales of motor vehicles or disposal of motor
17 vehicles between licensees, business affiliates or family members
18 shall be presumed to be commercially unreasonable.

19 **SECTION 6. RIGHT TO REDEEM; LOST TITLE LOAN AGREEMENTS.**

20 (a) Any person presenting identification as the borrower and
21 presenting the borrower's copy of the title loan agreement to the
22 title loan lender is presumed to be entitled to redeem the
23 certificate of title described in the title loan agreement.
24 However, if the title loan lender determines that the person is not
25 the borrower, the title loan lender is not required to allow the
26 redemption of the certificate of title by such person. The person
27 redeeming the certificate of title must sign the borrower's copy of
28 the title loan agreement, which the title loan lender may retain to
29 evidence such person's receipt of the certificate of title. A
30 person redeeming the certificate of title who is not the borrower

1 must show identification to the title loan lender, together with
2 written authorization from the borrower, and the title loan lender
3 shall record that person's name and address on the title loan
4 agreement retained by the title loan lender. In any such case, the
5 person redeeming the certificate of title shall be provided a copy
6 of such signed form as evidence of such transaction.

7 (b) If the borrower's copy of the title loan agreement is
8 lost, destroyed, or stolen, the borrower must notify the title loan
9 lender, in writing by certified or registered mail, return receipt
10 requested, or in person evidenced by a signed receipt, and receipt
11 of such notice shall invalidate such title loan agreement if the
12 certificate of title has not previously been redeemed. Before
13 delivering the certificate of title or issuing a new title loan
14 agreement, the title loan lender shall require the borrower to make
15 a written statement of loss, destruction, or theft of the
16 borrower's copy of the title loan agreement. The title loan lender
17 shall record on the written statement the type of identification
18 and the identification number accepted from the borrower, the date
19 the statement is given, and the number or date of the title loan
20 agreement lost, destroyed or stolen. The statement shall be signed
21 by the title loan lender or the title loan office employee who
22 accepts the statement from the borrower.

23 **SECTION 7. LICENSES.**

24 (a) No person may engage in business as a title loan lender
25 ninety (90) days after the effective date of this Ordinance unless
26 the title loan lender has a valid license issued by the Division.
27 A separate license will be required for each physical location of
28 title loan business. The Division shall issue more than one
29 license to an applicant if that applicant complies with the
30 requirements of this section for each license.

1 (b) An application for a license pursuant to this section must
2 be submitted to the Division on such form as the Division may
3 prescribe. If the Division determines that a license should be
4 granted, it shall issue the license for a period not to exceed two
5 (2) years. A non-refundable application and license fee shall
6 accompany an initial application for each title loan application.

7 (c) A title loan lender shall pay a biennial license renewal
8 fee. A license that is not renewed at the end of each two (2) year
9 period shall automatically become inactive. An inactive license
10 may be reactivated within ninety (90) days after the date it became
11 inactive upon the submission of a completed reactivation form and
12 payment of a reactivation fee. No inactive license may be
13 reactivated after ninety (90) days.

14 (d) All fees required pursuant to this section, including the
15 initial application and license fee, license renewal fee and
16 reactivation fee shall be established by resolution of the
17 Commission.

18 (e) Each license must specify the location for which it is
19 issued and shall be conspicuously displayed at that location. When
20 a title loan lender wishes to move a title loan office to another
21 location the title loan lender shall give thirty (30) days prior
22 written notice to the Division by certified or registered mail,
23 return receipt requested, and the Division shall then amend the
24 license accordingly. A license issued pursuant to this section is
25 not transferable or assignable.

26 (f) A title loan lender licensed pursuant to this section
27 shall designate and maintain an agent in this state for service of
28 process.

29 (g) A title loan lender licensed pursuant to this section
30 shall apply to the Division for a new license upon a change in

1 ownership of twenty five percent (25%) or more by a natural person
2 in any title loan location or office. No application for a license
3 or an application for transfer of an existing license is required
4 for any change, directly, or beneficially, in the ownership of a
5 title loan location if one or more of the holders of at least
6 seventy five percent (75%) of the outstanding equity interest in
7 the title loan location or office before the change in ownership
8 continue to hold at least seventy five percent (75%) of the
9 outstanding equity interest in the title loan location or office
10 after the change in ownership.

11 (h) To be eligible for a license to engage in title loan
12 transactions, an applicant must:

13 (1) File with the Division a bond in the amount of one
14 hundred thousand dollars (\$100,000.00) for each license with a
15 surety company qualified to do business in this state. The bond
16 shall be to the Division and in favor of any consumer who is
17 injured in the context of a title loan transaction by the fraud,
18 misrepresentation, breach of contract, financial failure or other
19 failure of the business, unfair or deceptive trade practice,
20 disclosure violation, or violation of any provision of this
21 Ordinance by the title loan lender. The term of the bond shall be
22 for at least the term of the license. An injured consumer may
23 bring an action in a court of competent jurisdiction against the
24 surety bond. The court shall award to a prevailing consumer
25 reasonable attorney's fees and costs, including appellate
26 attorney's fees and costs. The surety bond shall require that any
27 surety company canceling a bond provided to a title loan lender
28 pursuant to this section shall notify the Division of such
29 cancellation in writing at least ten (10) days before cancellation.

30 (2) Not have been convicted of a felony within the last

1 ten (10) years or be acting as an ultimate equitable owner for
2 someone who has been convicted of a felony within the preceding ten
3 (10) years.

4 (3) Not have been convicted, and not acting as an
5 ultimate equitable owner for someone who has been convicted, of a
6 crime directly related to the duties and responsibilities of a
7 title loan lender within the preceding ten (10) years.

8 (i) If an applicant for a title loan lending license is other
9 than a corporation, the eligibility requirements of subsections
10 (h)(2) and (h)(3) shall apply to each direct or ultimate equitable
11 owner.

12 (j) If an applicant for a title loan lending license is a
13 corporation, the eligibility requirements of subsections (h)(2) and
14 (h)(3) apply to each direct or ultimate equitable owner of at least
15 twenty-five percent (25%) of the outstanding equity interest of
16 such corporation and to each director and executive officer.

17 (k) The Division shall determine the form of the license and
18 may perform criminal background checks as appropriate to this
19 section.

20 (l) Licensees shall report changes in address, location of
21 records, and any change of an executive officer within thirty (30)
22 days of the change.

23 **SECTION 8. RECORD KEEPING.**

24 (a) Every title loan lender licensed by the Division shall
25 maintain, at the principal place of business designated on the
26 license, all books, accounts, records, and documents necessary to
27 determine the title loan lender's compliance with this Ordinance

28 (b) The Division may authorize maintenance of records at a
29 location other than a principal place of business. The Division
30 may require books and records to be produced and available at a

1 reasonable and convenient location within Palm Beach County,
2 Florida.

3 (c) All books, accounts, records, documents and receipts for
4 expenses paid by the title loan lender on behalf of the borrower,
5 including each contract signed by the borrower and expenses
6 incurred by the title loan lender in the event of foreclosure and
7 property recovery, shall be preserved by the title loan lender and
8 shall be made available to the Division for examination for five
9 (5) years after the date of original entry.

10 (d) The Commission may prescribe by resolution the minimum
11 information to be shown in the books, accounts, records, and
12 documents of licensees so that such records will enable the
13 Division to determine the title loan lender's compliance with this
14 Ordinance.

15 (e) Title loan lenders shall keep all certificates of title
16 in fireproof or fire resistant storage while the certificates are
17 in the lender's possession.

18 **SECTION 9. VIOLATIONS.**

19 The following acts shall constitute violations of this
20 Ordinance:

21 (a) Failing to comply with any provision of this
22 Ordinance, any provisions of resolutions adopted by the Commission
23 pursuant to this Ordinance, or any written agreement entered into
24 with the County.

25 (b) Committing any act of fraud, misrepresentation,
26 deceit, or gross negligence, regardless of reliance by or damage to
27 a borrower, or any illegal activity in connection with a title loan
28 transaction under this Ordinance.

29 (c) Fraudulently misrepresenting, circumventing or
30 concealing any matter required to be stated or furnished to a

1 borrower pursuant to this Ordinance.

2 (d) Willful imposition of illegal charges in any title
3 loan transaction.

4 (e) Engaging in false, deceptive, or misleading
5 advertising.

6 (f) Failing to maintain, preserve and keep available for
7 examination, all books, accounts, or other documents required by
8 this Ordinance, resolution of the Commission, state or federal law,
9 or any agreement entered into with the Division.

10 (g) Aiding, abetting, or conspiring with another person
11 to circumvent or violate any of the requirements of this Ordinance,
12 or the requirements of any state or federal law regulating title
13 loan lenders.

14 (h) Refusing to permit inspection of books or records in
15 an investigation or examination by the Division or refusal to
16 comply with a subpoena issued by the Division.

17 (i) Engaging in criminal conduct in the course of
18 business as a title loan lender.

19 (j) Knowingly entering into a title loan agreement with
20 a person under the age of 18 years.

21 (k) Making any agreement that requires or allows for the
22 personal liability of the borrower or the waiver of any of the
23 provisions of this Ordinance.

24 (l) Knowingly entering into a title loan agreement with
25 any person who is under the influence of drugs or alcohol when such
26 condition is visible or apparent, or with any person using a name
27 other than his own name or the registered name of his business.

28 (m) Entering into a title loan agreement in which the
29 amount of money advanced in consideration for the loan secured by
30 any single certificate of title exceeds one third of the value of

1 the motor vehicle. The value of the motor vehicle shall be
2 determined by reference to the loan value in the current
3 Southeastern Edition of the National Automobile Dealer's
4 Association Official Used Car Guide. The value may vary based upon
5 documented unique characteristics of the motor vehicle.

6 (n) Failing to exercise reasonable care in the
7 safekeeping of a certificate of title or motor vehicle repossessed
8 pursuant to this Ordinance.

9 (o) Failing to return a certificate of title or
10 repossessed motor vehicle to a borrower, with any and all of the
11 title lender's liens on the property properly released, within
12 thirty (30) days of the payment of the full amount due, unless the
13 property has been seized or impounded by an authorized law
14 enforcement agency, taken into custody by a court, or otherwise
15 disposed of by court order.

16 (p) Charging or receiving any finance charge, interest,
17 cost, or fee which is not permitted by this Ordinance.

18 (q) Engaging in business as a title loan lender without
19 a current, active license issued by the Division issued pursuant to
20 this Ordinance.

21 (r) Refusing to accept partial repayment of the amount
22 financed when all accrued finance charges have been paid.

23 (s) Charging a prepayment penalty.

24 (t) Capitalizing any unpaid finance charge as part of the
25 amount financed in the renewal of a title loan agreement.

26 (u) Failing to account for and remit to the borrower all
27 surplus proceeds from the disposal of the borrower's motor vehicle,
28 within fifteen (15) days of disposal.

29 (v) Advertising to engage in title loan transactions
30 without a current, valid license issued by the Division pursuant to

1 this Ordinance.

2 **SECTION 10. ENFORCEMENT AND PENALTIES.**

3 (a) This Ordinance shall be enforced by personnel authorized
4 by the Division, county code enforcement officers, and law
5 enforcement officers within their respective jurisdictions.

6 (b) The county court shall have jurisdiction over all
7 violations of this Ordinance.

8 (c) The county clerk shall:

9 (1) Accept designated fines and issue receipts therefor.

10 (2) Provide a uniform citation serially numbered for
11 notifying alleged violators to appear and answer charges of
12 violations of this Ordinance. Such citation forms shall be issued
13 to and receipted by the Division.

14 (d) Violation of any provision of this Ordinance shall be
15 punishable by a fine not to exceed five hundred dollars (\$500.00).
16 Any person who has violated any provision of this Ordinance shall
17 be fined an amount as established by the Commission by resolution.

18 (e) Any person issued a citation shall be deemed to be
19 charged with a civil violation and shall comply with the directives
20 on the citation.

21 (f) Payment shall be made, either by mail or in person, to
22 the violations bureau within the time specified on the citation.
23 If a person follows this procedure, he or she shall be deemed to
24 have admitted the infraction and to have waived his or her right to
25 a hearing on the issue of commission of the infraction.

26 (g) All fines collected as a result of the citation shall be
27 paid into an account designated for use by the Division.

28 (h) Any person who fails to make payment within the specified
29 period shall be deemed to have waived his or her right to pay the
30 civil penalty as set forth in the citation.

1 (i) Any person who elects to appear before the court to
2 contest the citation shall be deemed to have waived his or her
3 right to pay the civil penalty. The court, after a hearing, shall
4 make a determination as to whether a violation has occurred and may
5 impose a civil penalty not to exceed five hundred dollars (\$500.00)
6 plus court costs.

7 (j) If a person fails to pay the civil penalty, or fails to
8 appear in court to contest the citation, he or she shall be deemed
9 to have waived his or her right to contest the citation. A default
10 judgment may be entered and the court shall impose a fine at that
11 time. If the fine is paid, the case shall be dismissed. If the
12 fine is not paid, the judgment may be entered up to the maximum
13 civil penalty.

14 (k) Any person cited for an infraction under this Ordinance
15 shall sign and accept the citation indicating a promise to pay the
16 fine or appear in court. Any person who refuses to sign and accept
17 a citation issued pursuant to this Ordinance shall be guilty of a
18 misdemeanor of the second degree, punishable as provided by
19 sections 775.082, 775.083 and 775.084, Florida Statutes, as may be
20 amended.

21 (l) Failure to comply with the requirements of this Ordinance
22 shall also constitute a violation of a county ordinance and shall
23 be punishable, upon conviction, pursuant to section 125.69(1),
24 Florida Statutes, as may be amended, by a fine not to exceed five
25 hundred dollars (\$500.00) per violation or imprisonment in the
26 county jail not to exceed sixty (60) days in jail, or by both such
27 fine and imprisonment. Each violation of this Ordinance shall
28 constitute a separate offense. In addition to the sanctions
29 contained herein, the county shall take any other appropriate legal
30 action, including but not limited to, cease and desist orders,

1 other administrative action and requests for temporary and
2 permanent injunctions to enforce the provisions of this Ordinance.
3 It is the purpose of this Ordinance to provide additional
4 cumulative remedies.

5 (m) In addition to fines, the Division may also enforce the
6 provisions of this Ordinance by one or more of the following
7 actions by the Director, upon written notice and hearing as
8 provided in this Ordinance, unless the person in violation waives
9 the right to a hearing:

10 (1) Denying an application for a license pursuant to
11 this Ordinance.

12 (2) Revoking or suspending a license previously granted
13 pursuant to this Ordinance.

14 (3) Placing a title loan lender licensed pursuant to this
15 Ordinance or an applicant for a license on probation for a period
16 of time and subject to such conditions as the Division may specify.

17 (4) Issuing a letter of concern or reprimand.

18 (5) Placing permanent restrictions or conditions upon
19 issuance or maintenance of a license.

20 **SECTION 11. HEARINGS AND APPEALS.**

21 (a) Any person aggrieved by the action of the Director may
22 appeal such decision to the Consumer Affairs Hearing Board.

23 (b) All hearings required by this Ordinance shall be preceded
24 by a minimum of ten (10) days written notice. The notice shall
25 specify the grounds for the action taken by the Director. The
26 aggrieved party may be represented by an attorney and shall be
27 entitled to present a defense.

28 (c) The aggrieved party shall file a written notice of appeal
29 requesting a hearing and setting forth a brief statement of the
30 reasons therefor with the Division. The notice of appeal shall be

1 accompanied by an appropriate filing fee as set by Resolution of
2 the Commission. The appeal shall be filed within twenty (20) days
3 of receipt of the notice of the action by the Director.

4 (d) Upon receipt of the notice of appeal, the Division shall
5 set a time and place for the hearing and shall give the aggrieved
6 party reasonable notice of the hearing. All hearings shall be
7 scheduled and determined as soon as practicable and in no event
8 shall a hearing be scheduled more than thirty (30) days from the
9 date that the notice of appeal was filed. Written notice of the
10 time, date and place of the hearing of the appeal by the Consumer
11 Affairs Hearing Board shall be sent to the aggrieved party no later
12 than fifteen (15) days prior to the date of the hearing. Failure
13 of the aggrieved party to respond within the time frame specified
14 herein or failure to appear at a duly noticed hearing shall be
15 deemed a waiver of the right to a hearing and an admission of the
16 acts specified in the notice. Failure to claim certified mail
17 notifying the aggrieved party of the hearing shall be construed as
18 failure to appear at a duly noticed hearing.

19 (e) The Consumer Affairs Hearing Board shall consider, de
20 novo, the case record as well as any evidence or testimony offered
21 by any interested party. The Consumer Affairs Hearing Board may
22 affirm, modify or reverse the decision of the Director.

23 (f) A decision to affirm the action of the Director shall
24 constitute final agency action for purposes of further appeal.

25 (g) The appeal of a decision of the Director's action shall
26 stay the effective date of such action.

27 (h) Any person may appeal a final determination of the
28 Consumer Affairs Hearing Board within thirty (30) days of the
29 rendition of the decision by filing an administrative appeal in
30 Circuit Court for the Fifteenth Judicial Circuit in and for Palm

1 Beach County, Florida.

2 **SECTION 12. TRANSITION PERIOD.**

3 Any person operating as a title loan lender on the effective
4 date of this Ordinance shall have ninety (90) days from the
5 effective date of this Ordinance to comply with the regulations,
6 restrictions, and licensure provisions of this Ordinance before the
7 Division may initiate any administrative or civil action, or refer
8 a matter for criminal prosecution. Within ten (10) days of the
9 effective date of this Ordinance, all title loan lenders shall
10 provide written notice to all borrowers with whom they have
11 outstanding loan agreements on the effective date of this
12 Ordinance, if they intend not to renew the title loan agreement
13 under the terms of this Ordinance. The notice shall state the
14 total amount that will be due and payable at the end of the term of
15 the agreement in order to redeem the borrower's certificate of
16 title.

17 **SECTION 13. APPLICABILITY.**

18 This Ordinance shall be applicable in both the unincorporated
19 and incorporated areas of Palm Beach County, Florida.

20 **SECTION 14. REPEAL OF LAWS IN CONFLICT.**

21 All local laws and ordinances in conflict with any provisions
22 of this Ordinance are hereby repealed to the extent of such
23 conflict.

24 **SECTION 15. SEVERABILITY.**

25 If any section, paragraph, sentence, clause, phrase, or word
26 of this Ordinance is for any reason held by the Court to be
27 unconstitutional, inoperative, or void, such holding shall not
28 affect the remainder of this Ordinance.

29 **SECTION 16. INCLUSION IN THE CODE OF LAWS AND ORDINANCES.**

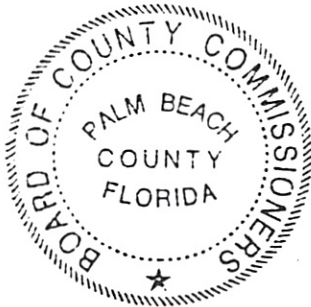
30 The provisions of this Ordinance shall become and be made a

1 part of the Code of Laws and Ordinances of Palm Beach County,
2 Florida. The sections of this Ordinance may be renumbered or
3 relettered to accomplish such, and the word "ordinance" may be
4 changed to "section", "article", or other appropriate word.

5 **SECTION 17. EFFECTIVE DATE.**

6 The provisions of this Ordinance shall become effective upon
7 filing with the Department of State.

8 APPROVED and ADOPTED by the Board of County Commissioners of
9 Palm Beach County, Florida, on this the 20th day of
10 April, 1999.



PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

13 By: Mauda Ford Lee
14 Chair

DOROTHY H. WILKEN, CLERK
Board of County Commissioners

15 By: Carl Zetzelinger
16 DEPUTY CLERK

15 APPROVED AS TO FORM AND
16 LEGAL SUFFICIENCY

17 By: Louise Burke
18 Assistant County Attorney

19 EFFECTIVE DATE: Filed with the Department of State on the
20 29th day of April, 1999.

21 G:\COMMON\ATTY\WPDATA\ENVIR\LBEEBE\ORDIN\TITLE04.ORD

STATE OF FLORIDA, COUNTY OF PALM BEACH
I, DOROTHY H. WILKEN, ex-officio Clerk of the
Board of County Commissioners certify this to be a
true and correct copy of the original filed in my office
on 4/26/99
DATED at West Palm Beach, FL on 5/4/99
DOROTHY H. WILKEN, Clerk
By: Phyllis H. House D.C.